

PAUL J. PASCUZZI, State Bar No. 148810
JASON E. RIOS, State Bar No. 190086
THOMAS R. PHINNEY, State Bar No. 159435
FELDERSTEIN FITZGERALD
WILLOUGHBY PASCUZZI & RIOS LLP
500 Capitol Mall, Suite 2250
Sacramento, CA 95814
Telephone: (916) 329-7400
Facsimile: (916) 329-7435
Email: ppascuzzi@ffwplaw.com
jrios@ffwplaw.com
tphinney@ffwplaw.com

ORI KATZ, State Bar No. 209561
ALAN H. MARTIN, State Bar No. 132301
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
A Limited Liability Partnership
Including Professional Corporations
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: (415) 434-9100
Facsimile: (415) 434-3947
Email: okatz@sheppardmullin.com
amartin@sheppardmullin.com

Proposed Attorneys for The Roman Catholic
Archbishop of San Francisco

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

In re

THE ROMAN CATHOLIC ARCHBISHOP
OF SAN FRANCISCO,

Debtor and
Debtor in Possession.

Case No. 23-30564

Chapter 11

**DECLARATION OF DEACON FUAD
“FRED” TOTAH IN SUPPORT OF
DEBTOR’S EMERGENCY MOTION FOR
INTERIM AND FINAL ORDERS
AUTHORIZING THE DEBTOR TO (1) PAY
CERTAIN PREPETITION INVOICES FOR
ABUSE SURVIVORS’ ASSISTANCE AND
SAFE ENVIRONMENT PROGRAMS, AND
(2) CONTINUE ITS PREPETITION
PRACTICE OF PAYING FOR ABUSE
SURVIVORS’ ASSISTANCE AND SAFE
ENVIRONMENT PROGRAMS**

Date: August 24, 2023
Time: 1:30 p.m.
Via ZoomGov
Judge: Hon. Dennis Montali

Hearing Requested on Shortened Time

I, Fuad “Fred” Totah, hereby declare under penalty of perjury as follows:

1. I am a Deacon of The Roman Catholic Archbishop of San Francisco, the Debtor and Debtor in Possession here (“RCASF” or the “Debtor”). I have been a Deacon of the RCASF since 2014. I also serve as the director of RCASF’s Pastoral Ministry Department which provides support for abuse survivors. In the course and scope of my duties as Deacon, I am familiar with the abuse survivors’ assistance and safe environment programs provided by the RCASF.

2. All facts set forth in this Declaration are based on my personal knowledge, upon information supplied to me by people who report to me, upon information supplied to me by the RCASF’s professionals and consultants, upon my review of relevant documents, or upon my opinion based on my experience and knowledge regarding the RCASF’s operations, financial condition, and related business issues. The documents submitted herewith, referenced herein or otherwise relied upon by me for purposes of this Declaration are the business records of the RCASF, prepared and maintained in the ordinary and regularly conducted business activity of the RCASF, and used by me for those purposes. If I were called upon as a witness, I could and would testify competently to the facts set forth herein, and I am authorized to submit this Declaration on behalf of the RCASF.

3. I make this declaration in support of the RCASF’s motion to the Court for interim and final orders authorizing the Debtor to: (1) pay certain prepetition invoices for abuse survivors’ assistance and safe environment programs; and (2) continue its prepetition practice of paying for abuse survivors’ assistance and safe environment programs (the “Motion”). I have read the Motion and all factual statements therein are true and correct to the best of my knowledge. All terms not otherwise defined in this Declaration have the same meanings as set forth in the Motion.

4. Addressing the needs of survivors of clergy sexual abuse, and the protection of children, have long been priorities of the Debtor. The RCASF maintains an Independent Review

1 Board to assist the Archbishop in reviewing and handling allegations of sexual abuse by persons
2 acting in the name of the Catholic Church. Its five lay members (including a survivor of clergy
3 sexual abuse, two doctors, a psychologist, and a retired law enforcement officer), the Archbishop
4 and three clergy members, and other RCASF representatives meet quarterly, or more frequently as
5 needed, to assess allegations and make recommendations on the handling of those allegations of
6 sexual abuse of children by clergy. This consultative body is critical to the Debtor's work to address
7 crimes against children and minors. The Independent Review Board works with the Archbishop to
8 analyze and properly respond to claims so credibility can be determined and acted upon in the best
9 interest of the survivor.

10 5. Since October 2017, the Debtor has required safe environment trainings using an
11 online synchronous platform provided by The National Catholic Risk Retention Group known as
12 Virtus, an international leader in abuse awareness training, for all adults – whether volunteer or
13 employed – who serve in the Archdiocese. Prior to October 2017 the Debtor provided safe
14 environment programs through a different third-party provider. Processes have been put in place to
15 refer anyone with claims regarding clergy sexual abuse to law enforcement, Child Protective
16 Services as appropriate, and the Survivor Assistance Coordinator for assistance.

17 6. In addition, the Debtor has local administrators at every Parish and School who
18 monitor safe environment compliance and conditions.

19 **Diocesan Mission Programs**

20 7. Supporting the needs of survivors of sexual abuse and protecting children have long
21 been priorities of the Debtor. In that spirit, the Debtor offers (i) counseling, treatment, and
22 programming for those who both claim to have been and have been credibly found to be survivors
23 of abuse by members of the clergy (collectively, the "Abuse Survivors' Assistance"), and (ii) safe
24 environment scanning, training and classes for prevention. These programs (collectively, the "Safe
25 Environment Programs") are important and necessary to the Debtor's ongoing obligations, including
26 its moral and ethical responsibility to support abuse survivors in the San Francisco Bay Area.

1 **1. Abuse Survivors' Assistance**

2 8. Since at least 2002, the Debtor has provided care and compensation to survivors of
3 abuse by clergy. Broadly, the Debtor pays for survivors to receive psychological counseling and
4 related medical treatment, including medications where appropriate, as part of the Abuse Survivors'
5 Assistance.

6 9. The Debtor also employs a representative (the "Survivor Assistance Coordinator")
7 to oversee the administration of the Abuse Survivors' Assistance and to ensure that the aims of the
8 Abuse Survivors' Assistance programs are met and that the programs' needs are satisfied. Abuse
9 Survivors' Assistance is available for up to three months to any requesting individual who makes
10 an allegation of abuse by clergy or non-clergy affiliated with the Debtor. In some cases, the Debtor
11 makes these Abuse Survivors' Assistance programs available to family members who have been
12 affected by the abuse of a loved one. Individuals who make substantiated claims of abuse are
13 eligible for up to one year of Abuse Survivors' Assistance. After one year, such individuals in San
14 Francisco, San Mateo, and Marin Counties may be eligible for continued wellness programs and
15 Abuse Survivors' Assistance.

16 10. Abuse Survivors' Assistance is administered by psychologists, psychiatrists,
17 licensed clinical social workers, and licensed marriage and family therapists selected by the recipient
18 (each a "Counselor"). Before engaging a Counselor, the Debtor requires the Counselor to provide
19 evidence that he or she is a state-licensed mental health professional with at least a master's degree
20 in a relevant field. The Debtor recommends Counselors who have a background in trauma therapy.
21 The Counselors are not employed by, or otherwise affiliated with, the Debtor.

22 11. Counselors generally invoice the Debtor on a monthly basis. The Debtor pays the
23 Counselors directly and in arrears. Some Counselors do not invoice the Debtor until well after they
24 have performed services. Depending on a Counselor's billing practices, there can be a delay of up
25 to three months between the date of service and payment to the Counselor.

26 12. The Debtor requests updates from the Counselors on the goals of the therapy and the
27 progress toward those goals when survivors are comfortable with the Counselors providing such
28 reporting.

1 13. As part of Abuse Survivors' Assistance, the Debtor reimburses the cost of
2 medications and medication management services for recipients of Abuse Survivors' Assistance
3 who require medication as a result of abuse. Other costs of Abuse Survivors' Assistance include,
4 for example, renting space at neutral locations for individual and group therapy sessions for
5 survivors and their families, and advertising the existence and accessibility of Abuse Survivors'
6 Assistance therapy opportunities.

7 14. No written settlement agreement or court order legally obligates the Debtor to pay
8 for any Abuse Survivors' Assistance.

9 **2. Safe Environment Programs**

10 15. The Debtor also incurs expenses in the ordinary course of its business in connection
11 with "safe environment" training and background check programs that provide a safe environment
12 for parishioners and visitors to diocesan facilities as part of the Safe Environment Programs.

13 16. As part of the Safe Environment Program, the Debtor requires that all employees,
14 clergy, and volunteers who have direct, ongoing and certain non-ongoing contact (e.g. field trip
15 chaperone) with children be "Live Scan" fingerprinted and cleared by law enforcement through the
16 California Department of Justice and the Federal Bureau of Investigation before performing ministry
17 in the Archdiocese.

18 17. The Debtor continues to require training programs for all adult volunteers and
19 employees whose ministry within the Archdiocese involves direct, ongoing and certain non-ongoing
20 contact with children. The training focuses on, among other things, the nature of child sexual abuse,
21 how it is perpetrated, how to report it, and strategies for prevention. As stated above, in October
22 2017, the Debtor adopted the online synchronous platform called "Virtus," which is sponsored by
23 The National Catholic Risk Retention Group and is used nationwide by Catholic entities like the
24 Debtor. Before adopting Virtus, the Debtor utilized a different third-party provider.

25 18. Training through Virtus and other platforms is mandatory, even for a parent
26 volunteering in his or her child's school. In addition to this initial training, the Debtor also requires
27 its volunteers and employees to renew the training every three years thereafter. The Debtor also
28 employs a representative to oversee the administration and compliance with the Safe Environment

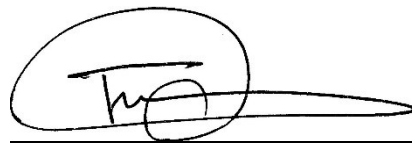
1 Program (the “Safe Environment Coordinator”) to ensure that the aims of the Safe Environment
2 Programs are met and that the program’s needs are satisfied.

3 19. The Safe Environment Program costs include fees for Live Scan fingerprinting,
4 background checks performed through the assistance of the U.S. Department of Justice, and the cost
5 of the training programs such as licensing fees for the Virtus software and amounts paid to trainers.
6 The Debtor also pays for annual audits, with on-site audits every three years, which allow the Debtor
7 to assess compliance with Safe Environment Program policies and address any shortcomings. The
8 onsite audits include additional visit-related expenses such as lodging, meals and transportation.
9 The Debtor pays approximately \$300,000 per year in costs for the Abuse Survivors’ Assistance and
10 Safe Environment Programs. In addition, the Debtor estimates that approximately \$4,000 in
11 prepetition expenses due under these programs are accrued but unpaid as of the Petition Date.

12 20. The Abuse Survivors’ Assistance and Safe Environment Programs are crucial to the
13 Debtor’s ability to continue its mission to support its community and to maintain the trust of the
14 communities it serves. They are also required by the United States Conference of Catholic Bishops’
15 Charter “Promise to Protect, Pledge to Heal.”

16 I declare under penalty of perjury under the laws of the United States of America that the
17 foregoing is true and correct. Executed on August 18, 2023 at San Francisco, California.

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A handwritten signature in black ink, consisting of a large, stylized 'F' followed by a horizontal line extending to the right.

Fuad “Fred” Totah